



REQUEST FOR PROPOSAL

211-LG

Statewide Wetland and Stream
Maintenance Monitoring and
Related Activities

There will be an optional pre-proposal conference for this solicitation.

Offeror Registration: In order to receive an award you must be a registered Offeror with VDOT and eVA.



REQUEST FOR PROPOSAL

Issue Date: 8/29/2006

RFP# 211-LG

Commodity 92696 STATEWIDE WETLAND AND STREAM MAINTENANCE
Code: MONITORING AND RELATED ACTIVITIES

Issuing Agency:
Commonwealth of Virginia
Virginia Department of
Transportation VDOT
1401 E Broad Street
Richmond, Virginia 23219

Hand Deliver Offers to
(FEDX, UPS, DHL, or USPS
etc.):
VDOT Central Office ASD
(Bid Tab)
1201 E Broad St.
Richmond, VA 23219

Mail Offers To:
VDOT Central Office ASD
(Bid Tab)
1401 E Broad St.
Richmond, VA 23219

Location Where Work Will Be Performed: Statewide

Initial Term of Contract: Term: 3 yrs Renewals: None

Sealed Proposals Will Be Received Until: Time: 2:00 PM Date: 10/5/2006
EDT

All Inquiries For Information Should Be Directed To: Lucinda Garwood, VCO
Via e-mail at: Lucinda.Garwood@VDOT.virginia.gov Via Phone at: 804-786-5782

NOTICE: It is the Offerors responsibility to ensure that offers in response to this Request for Proposal are received at the above address (the address for "HAND DELIVER OFFERS TO:") prior to the due date and hour shown. If the Offeror elects to use a private express courier (FEDX, UPS, DHL, etc.) or USPS for the delivery of their response to this Request for Proposal, it is the Offerors responsibility to ensure their response is delivered to the "HAND DELIVER OFFER TO:" address. Offers must be sealed, with the RFP number due date and time shown on the face of the envelope, including any special delivery envelopes.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the Goods/Services in accordance with the attached signed Proposal or as mutually agreed upon by the subsequent negotiation.

Name and Address of Firm:

Date: _____
By: _____
(signature in ink)
Name: _____
(type or print)

FEI/FIN NO. _____

Telephone _____

E-Mail _____

Fax #: _____

***PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on
09/19/2006 at the 1221 E. Broad Street, Richmond (Reference: Page 15, VII herein).
in the Auditorium, 1st Floor

10:00 AM

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I. PURPOSE

The Virginia Department of Transportation ("VDOT"), an Agency of the Commonwealth of Virginia, is issuing this Request for Proposal ("RFP") to solicit offers from qualified firms or a team of firms offering as a single entity (the "Offerors"), to supply statewide wetland and stream maintenance, monitoring and related services, including, but not limited to the following: construction monitoring and post construction monitoring; invasive species management control and eradication; weeding, planting, mulching, watering; bioengineering; seeding and erosion and sediment control installation services; survey, excavation and grading services; survey and GPS services; installation and/or maintenance of water leveling devices; water, soil and/or plant species monitoring; site inspections and data collection; vegetation, hydrology, soil, wetland, stream and buffer condition assessment; wetland delineations; stream surveys for natural channel design and monitoring and assessment and preparation/implementation of monitoring and/or corrective action plans.

The contract will be a non-professional "on-call-as-needed" contract, with individual Task Orders developed and implemented with a notice to proceed, issued in the form of purchase orders, over the term of the contract as needs are identified and developed.

VDOT reserves the right, in its sole discretion, to make multiple awards as a result of this RFP based upon responses received.

II. BACKGROUND

For several years VDOT's Environmental Division, through its Natural Resource Section has designed and constructed several banks and individual compensatory mitigation sites (both streams and wetlands) to provide compensation sites for unavoidable impacts to waters of the United States caused by VDOT projects.

VDOT now desires to move from the "design/build" mode to the "maintenance and monitoring" mode, thereby protecting the assets and past investments in these sites.

III. STATEMENT OF NEEDS:

A. The selected Offeror shall have proven experience in accomplishing wetland and stream maintenance, monitoring and related services. The selected Offeror shall provide the following services:

1. Wetland and stream construction monitoring and post construction monitoring;
2. Invasive species management control and eradication;
3. Installation and/or maintenance of water leveling devices;
4. Water, soil and/or plant species monitoring and reporting;
5. Preparation/implementation of monitoring and/or corrective action plans;
6. Surveying, excavation and grading services;
7. Vegetation, hydrology, soil, wetland, stream and buffer condition assessment;
8. Seeding and erosion and sediment control installation services;
9. Site inspections and data collection;
10. Bioengineering;
11. Weeding, planting, mulching, watering;
12. Installation of fencing and/or signage;

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13. Beaver control and/or eradication;
 14. Litter Control/Trash Pickup
 15. Wetland delineations;
 16. Stream surveys for natural channel design and monitoring and assessment;
 17. Survey and GPS services
 18. Reporting (i.e. Annual Monitoring and/or Corrective Action);
 19. Other services as agreed upon by VDOT and the Contractor;
- B. All monitoring, maintenance and/or related activities shall be conducted in accordance with the VDOT's 2002 Road and Bridge Specifications (available at <http://www.virginiadot.org/business/manuals-default.asp>) or the latest version, the 2001 Road and Bridge Standards (available at <http://www.virginiadot.org/business/manuals-default.asp>) or the latest version, and the 2003 Work Area Protection Manual (available at <http://www.virginiadot.org/business/manuals-default.asp>) or the latest version, and Special Provisions (available at http://google.vipnet.org/search?q=special%20provisions&client=my_collection&site=my_collection&site=search=http%3A%2F%2Fwww.vdot.virginia.gov&output=xm1_no_dtd&proxystylesheet=http%3A%2F%2Fwww.virginiadot.org%2Finterface%2Fvdot.xslt) to include Special Provisions and Special Provision Copied Notes, as may be amended from time to time.
- C. The Contractor shall furnish all necessary labor, supervision, equipment, and other materials, as necessary, on an "as-needed" basis in accordance with this solicitation and resultant contract and the work shall be conducted in accordance with the Task Order requirements as well as all appropriate Federal, State and local laws, regulations and licensing requirements.
- D. All work shall be requested by VDOT in the form of a written Task Order and purchase order issued for each service requested and presented to the Contractor.
- E. TASK ORDERS
- Individual Task Orders will be developed and implemented on a project-by-project basis over the term of the contract on assignments yet to be determined.
1. Each Task Order will have a written scope of work, budget (as per the Contractor's cost estimate which will be based on the contract Price Schedule, as negotiated), schedule and authorization amount agreed to by the Contractor and VDOT in writing. The level of effort for the scope of work may be developed solely by VDOT, or in consultation with the Contractor, as determined by the VDOT Project Manager.
 2. The consideration for each Task Order will be based on a fixed billable hourly rate basis using fully loaded hourly rates as shown on the Pricing Schedule (Attachment D), for each labor classification and other required pay items listed on the Pricing Schedule, as authorized. Alternatively, and when the Task Order requirements can be well defined, VDOT may, in its discretion, request a lump sum, firm, fixed price, cost proposal. Further, in the event more than one contract is awarded, VDOT reserves the right to seek cost proposals from more than one Contractor for any given Task

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Order.

3. In accordance with paragraph 15 of the Special Terms and Conditions, which is titled: **eVA: Business-To-Government Contracts and Orders**, an eVA transaction fee will be assessed for each task order. This fee is considered an overhead item and is to be included in the Offerors price schedule. No requests for reimbursement of eVA transaction fees will be considered and the transaction fees are not to appear on the Contractor's cost estimate as a line item.
4. VDOT reserves the right to advertise and contract for individual services as may be related to the services identified herein, outside of the resultant contract, on any basis it may choose during the term of the contract.
5. Contractor shall begin within five (5) days after receipt of official notice from VDOT to proceed, unless an alternate schedule is otherwise agreed to in writing by both parties.

F. EQUIPMENT

1. The purchase of equipment or the rental of equipment deemed necessary for successful completion of Task Orders will be permitted with prior written submission by the Contractor and written approval by the VDOT Project Manager. Said equipment shall be billed at actual cost without markup and copies of original invoices must accompany any request for payment.
2. The Contractor will be required to submit a written list of required equipment to VDOT for written approval before purchase or lease.
3. The Contractor will be required to demonstrate to VDOT that it has evaluated several vendors to obtain the best price for equipment that meets the agreed upon written requirements prior to initiating any equipment purchase or lease. For purchases up to \$5,000.00 the contractor shall solicit at least two (2) quotes from vendors authorized to do business with VDOT, at least one of which shall be a Small, Women-owned or Minority-owned (**SWAM**) vendor (see <http://www.dmb.state.va.us/vendors.html> for listings). For purchases over \$5,000.00 up to \$50,000, the vendor will solicit 4 vendors at least 2 of which shall be a Small, Women-owned or Minority-owned (**SWAM**) vendor. Documentation supporting this provision must be provided at the time the monthly payment request is submitted. If the purchase is over \$50,000.00, VDOT will procure the goods or services sought.
4. Approved equipment purchase or lease shall be billed to VDOT at cost without markup and copies of original invoices must accompany any request for payment.
5. Equipment purchase or lease shall be included in the Contractor's cost proposal at the time the written cost proposal is submitted to VDOT for approval.

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G. SPECIALIZED STUDIES AND ANALYSES

1. Specialized studies and analyses determined necessary by the VDOT Project Manager but beyond the capabilities of the Contractor (i.e., aerial surveys or aerial photography) may also be allowed with prior written approval of the VDOT Project Manager.
2. The Contractor will be required to submit a written list of specialized studies and/or analyses required to VDOT for written approval before securing specialized studies or analyses.
3. The Contractor will be required to demonstrate to VDOT that it has evaluated several vendors to obtain the best price and value for the specialized services and/or analyses. The contractor shall solicit at least two (2) quotes from vendors authorized to do business with VDOT, at least one of which shall be a Small, Women-owned or Minority-owned (**SWAM**) vendor (see <http://www.dmb.state.va.us/vendors.html> for listings). For purchases over \$5,000.00 up to \$50,000, the vendor will solicit 4 vendors at least 2 of which shall be a Small, Women-owned or Minority-owned (**SWAM**) vendor. Documentation supporting this provision must be provided at the time the monthly payment request is submitted. If the purchase is over \$50,000.00, VDOT will procure the goods or services sought.
4. Approved purchases of services shall be billed to VDOT at cost without markup and copies of original invoices must accompany any request for payment for these specialized services and/or analyses.
5. Specialized services and/or analyses shall be included in the Contractor's cost proposal at the time the written cost proposal is submitted to VDOT for approval.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Requirements

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal shall be submitted to VDOT. The Offeror shall make no other distribution of the proposal.
2. An authorized representative of the Offeror shall sign proposals. All required information should be submitted. Failure to submit all required information may result in VDOT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by VDOT. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
3. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women owned business and minority owned business must be submitted. If an Offeror fails to submit

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all information requested, VDOT may require prompt submission of missing information after receipt of vendor proposals.

4. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 5. Other proposal format requirements include:
 - A. 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they must be folded into the overall proposal and used sparingly)
 6. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 7. Ownership of all data, materials, and documentation originated and prepared for VDOT pursuant to the RFP shall belong exclusively to VDOT and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act provided the Offeror invokes the protections of Section 2.2-4342F of the Virginia Public Procurement Act, in writing, either prior to, or upon submission of the data or other materials. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that must constitute trade secret or proprietary information.
 8. The classification of the entire proposal document, line item prices, and total proposal price as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
- B. Specific Requirements
1. Resumes of the Project Manager and other principals that would be assigned to VDOT for this project must be submitted with the response. (GSA SF 255 forms may be used in lieu of résumés.)
 2. Names and qualifications of any subcontractors the Offeror proposes to use must be included with the response.
 3. Responses must include the following firm information:
 - Size of firm, equipment and geographic office location(s);
 - Number of employees;
 - Ownership and availability of equipment (include relevant specialized equipment such as low pressure tracked equipment);
 - Location of offices, employees and equipment.

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4. Experience of Offeror: response must include general background, experience of the Offeror and a list of any subcontractor(s) proposed for this project. Indicate the length of time the firm has been in business and the length of time each subcontractor has been in business providing similar types of services required in this RFP.
5. Submit five (5) references, if possible, for whom you have provided services similar to those required in this RFP for the past three (3) years. A contact name, address and telephone number must be provided for each reference.
6. Response must include a list of accounts lost in the past 3 years and the reason the accounts were lost.
7. Qualifications of Offeror and Offerors personnel: General relevant background qualifications of the Offeror and any subcontractor(s) must include licensing, credentials and certification information of the firm or the firms' personnel. Copies of licenses, credentials and certifications of key personnel assigned to VDOT must be included with the response.
8. Describe the project management methodology, staffing structure, and key personnel that would be providing management oversight for VDOT.
9. Offeror is to clearly identify the name of the person who will be the primary contact person with VDOT and a back-up or alternate. Individuals proposed to work on the contract must be clearly linked to a proposed Labor Category as identified in the **Price Schedule** (Attachment D) of this RFP. Provide resumes and/or GSA SF 255 for the individuals named to each Labor Category.
10. Provide a written narrative explaining your firms proposed general approach to providing the services requested on a statewide basis. Also, describe the proposed approach to manage a statewide contract with multiple, varied, and concurrent tasks. Include your firms proposed process to provide staffing for tasks if you do not have qualified individuals.
11. Additional Information: This section is to allow firms to convey information of their choosing, such as intangibles, availability of the firm, miscellaneous credentials, certifications or licenses (i.e. pesticide applicator license) and other information relative to VDOT's stated needs.
12. A Certificate of Insurance ("COI") must be included with the response. The firm or firms awarded a contract from this RFP must be willing to add the following language to their Insurance:

"For the purposes of this contract, The Commonwealth of Virginia, Department of Transportation, shall be an additional insured and so endorsed to the policy or policies listed above."
13. Cost: Indicate your price as requested on the **Price Schedule**.

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(Attachment D). It is very important to provide a price for all items as indicated on the price schedule. Offerors who omit price information may receive a zero score for the price component of the evaluation criteria. Offerors should not change or add additional categories to the price schedule.

VDOT will take an objective approach when evaluating Offerors Price Schedule. VDOT will select labor categories and field/office pay items from the Price Schedule submitted by Offerors and assign estimated hours and a representative number of field/office pay items. VDOT will determine the labor categories and hour estimates and field/office item quantities prior to receipt of proposals and these selections will be posted not later than the date/time set for receipt of proposals. Offerors should carefully consider all the requirements as identified in this RFP when completing the Price Schedule. At a minimum, Offerors must provide rates for the categories and items requested. Offerors may NOT add labor categories and/or field/office pay items to the Schedule.

For each labor category and/or field/office item, provide your proposed fully-loaded billable rate.

14. Small, Women-Owned and Minority ("SWAM") Business Participation (Attachment C)–

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth of Virginia encourages Offerors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

Attachment C of the RFP (Small, Women-Owned and Minority ("SWAM") Business Participation is to be completed and submitted with the proposal.

15. Firms must include their policy of equal employment.
16. The return of the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

VII. EVALUATION AND AWARD CRITERIA

A. Evaluation: Proposals shall be evaluated by VDOT using the following criteria:

1. Experience of Offeror (and any subcontractor's) in providing services similar to those described in this RFP to include length of time in business, project references, size of firm and geographic location(s); (points)

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2. Qualifications of Offeror (and any subcontractor's) to include personnel and project management methodology; (points)
3. Approach to providing the services statewide and additional information provided, which may include special certifications or licenses, as well as specialized equipment of the Offeror; (points)
4. Cost as per the pricing schedule; (points)
5. Small, Women-owned & Minority-owned Business Participation*; (points)

POINTS will be posted not later than the date/time set for receipt of proposals.

Each Offeror's total proposed cost will be evaluated using the following formula:

$$\frac{(\text{Lowest price offered})}{(\text{Price of offer being evaluated})} \times (\text{Cost points available}) = \text{Cost points assigned to Offerer being evaluated}$$

*** Use of Small, Women or Minority Owned Business (SWAM)**

It is the policy of the Virginia Department of Transportation to foster the utilization of SWAM firms in all its procurement activities. Accordingly, offerors shall make efforts to ensure that SWAM firms have the maximum practicable opportunity to compete for subcontract work in connection with this contract. Although there is no Disadvantaged Business Enterprise ("DBE") goal for this contract, the Department desires that SWAM firms are included at a level of a minimum of 10% on this contract. Qualification to participate on this contract will be partially based on proposed SWAM utilization. The inclusion of SWAM vendors may result in as many as 10 points in the evaluation scoring. The offeror must be a SWAM/DBE to receive the maximum of 10 points.

The Department of Transportation has an overall aspirational goal to include 40% participation of SWAM business in all aspects of procurement. The term SWAM refers to businesses that meet the standard established by the Virginia Department of Minority Business Enterprise ("VDMBE") for small businesses or businesses that are at least 51% owned, managed, and controlled by a female or minority entity. "Minority" includes: African-American, Hispanic, Native Americans, Eskimos and Aleuts, Asian-Pacific, and Subcontinent Asian. It does not include those of European or Middle-Eastern descent. Individuals must be legal residents in the USA.

The Department is also committed to enhancing the use of DBE firms in VDOT contracting where federal funds are used. A DBE is a firm that is owned, managed, and controlled at a level of at least 51% by a minority or female entity who has been "certified" by the VDMBE.

VDOT requires specific data regarding the firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Planned SWAM/DBE Participation Data Sheet (Attachment C).

The SWAM offeror must be certified by VDMBE prior to award of any contract. Scoring credit will be given for work reported to be performed by certified SWAM vendors.

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DBE certification entitles consultants/vendors to participate in the VDOT SWAM program. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

1. *Subcontracting Restrictions*

The Prime Contractor shall perform or exercise responsibility for this contract with its own work force for at least 30% of the total dollar value of the contract.

B. Oral Presentations

Offerors who submit proposals in response to this RFP may be required to give an Oral presentation of their proposal to VDOT. This provides an opportunity for the Offeror to clarify or elaborate on their proposal. VDOT will schedule the time and location of these presentations if required. Oral presentations are an option of VDOT and may or may not be conducted. Therefore, proposals should be complete.

C. Proposed Procurement Schedule

Issue Date of RFP	August 29, 2006
Pre-Proposal Conference	September 19, 2006
Deadline for receipt of Proposals	October 5, 2006
Oral Presentations (if required)	Weeks of October 30, 2006 (and November 6, 2006 if necessary)
Negotiations	Week of December 4, 2006 (and December 11, 2006 (if needed)
Proposed Contract Award (Dependant upon timing of Oral presentations)	January 16, 2007, 2006

D. Award:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, VDOT shall select the Offeror(s) which, in its opinion, has made the best proposal and shall award the contract to that Offeror(s). VDOT reserves the right to make multiple awards as a result of this solicitation. VDOT may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be

the most advantageous (*Code of Virginia*, § 2.2-4359D). Should VDOT determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

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VI. REPORTING AND DELIVERY REQUIREMENTS

A. TASK ORDER REPORTING REQUIREMENTS:

1. Draft and final reports may be required for each individual Task Order as determined by VDOT in writing. When reports are required the VDOT Project Manager will establish the schedule for submission of the reports. Further, VDOT Project Managers will also establish the number of reports required, the content, and the form and format for submission of the reports. All written documents shall be prepared in electronic format using the Microsoft Office suite of software. All computer-aided drafting products shall be prepared in Micro-Station 8 format.
2. VDOT shall have the right to modify the Contractor's report and/or to require additional elaboration, as it deems necessary, to insure a comprehensive and thorough report as required by the contract and Task Order.
3. The Contractor may be required to participate in meetings and/or oral presentations with persons, organizations, regulatory agencies, or VDOT Districts, as deemed necessary by VDOT.
4. If requested by VDOT, at any time during or at completion of a Task Order, the Contractor shall provide an electronic copy of all reports. All electronic copies of reports, maps, tables, etc. must be in a format that is compatible with existing VDOT software and hardware. Examples of this might include, but not be limited to, Micro-Station, "tiff" and "PDF" files. In addition, any such GIS deliverables shall be coordinated through the VDOT Environmental Division GIS Coordinator to ensure the data is delivered in a format compatible with VDOT's GIS and/or CADD software, as applicable.

B. NOTICE TO PROCEED/PURCHASE ORDERS

1. The Contractor shall strictly adhere to the level of effort and cost as authorized by the **Notice to Proceed** which will be issued in the form of a purchase order.
2. No work shall be performed, nor paid for, without written **Notice to Proceed** (issued in the form of a purchase order) from VDOT, which may be issued after VDOT has made a price reasonableness determination of the Contractor's cost estimate.

The Contractor will not be compensated for unauthorized cost overruns; additionally, VDOT will not be responsible for payment for services performed in advance of the **Notice to Proceed** purchase order.

3. In accordance with paragraph 15 of the Special Terms and Conditions, which is titled: **eVA: Business-To-Government Contracts and Orders**, an eVA transaction fee will be assessed for each order. This fee is considered an overhead item and is to be included in the

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Offerors price schedule. No requests for reimbursement of eVA
transaction fees will be considered.

C. SCHEDULE

Where applicable (as may be required in a Task Order), the Contractor will develop a detailed task schedule utilizing MS Project (or other project management software approved in writing by VDOT). Once task activities have been defined, their relationships will be identified, start and end dates set, and budget controls established. Tasks will have specific completion dates for their deliverables. Each task identified in the MS Project schedule will be identified as part of the task order.

D. MEETINGS AND REVIEWS

VDOT may hold an initial conference with the Contractor at a place and time selected by VDOT for the purpose of reviewing the Contractor's schedules, procedures, methods, and to clarify any ambiguities that may then exist. The Contractor's Principal Officer and others requested by VDOT shall attend the conference.

E. PROGRESS CONFERENCES

Progress conferences may be held periodically. The Contractor will prepare and present written information and studies to VDOT so that VDOT can evaluate the progress and quality of the services being provided. Either party may request a conference be held at the office of the requesting party or at a place that is designated by VDOT. VDOT may also request a conference for the purpose of inspecting the Contractor's operations and services.

F. PROGRESS REPORTS

A Progress Report is required for each individual Task Order, unless the Task Order is of short duration (less than 30-days) or it is otherwise determined in writing by VDOT that a Progress Report is not needed. If required, the Contractor shall prepare and submit the Progress Report to VDOT on a monthly basis using the Microsoft Office suite of software, in a form as approved in writing by VDOT. These progress reports shall be submitted with the Contractor's monthly invoice to the appropriate Natural Resources Project Manager for review. The Progress Reports shall include total authorized funds and expended funds to date. The reports shall summarize all work efforts during the reporting period, specific tasks completed and the dates of such tasks, including personnel and hourly utilization. They shall also discuss any anticipated difficulties and proposed resolution.

G. PROJECT RECORDS AND FILES

1. The Contractor shall maintain the project records and files for each specific Task Order.
2. Project records shall at a minimum include progress reports, meeting agenda and minutes, management plan and schedule

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updates, project correspondence, field notes, photographs, analyses, and other deliverables.

3. All project records are to be considered the property of VDOT and shall be made available to VDOT staff, on or off premises, for review and audit.
4. Upon completion of the contract, all project records and files shall be delivered to VDOT, or shall be disposed of as directed by VDOT and verified in writing by the Contractor.

H. PERIODIC PROGRESS REPORT (SWAM)

The Contractor shall prepare and submit to VDOT on a monthly basis a Contract Accounting Progress Report, acceptable to VDOT and the SWAM-DBE Report (Attachment E). These progress reports shall be submitted to the VDOT Contract Administrator. Once the review and approval are completed, the Contractor's monthly invoices will be transmitted to the appropriate Central Office staff for processing and payment. The progress reports shall include total authorized funds and expended funds to date. The reports shall summarize all work efforts in the reporting period including personnel and hourly utilization. They shall also discuss any anticipated difficulties and proposed resolution.

I. ANNUAL PROGRESS REPORT

The Contractor shall prepare after December 31st of each calendar year and prior to the following January 16th, an Annual Report that summarized their services provided for the calendar year. The report shall be prepared in a format suitable to VDOT that contains, at a minimum, the following data fields:

- VDOT Project Number
- PPMS/UPC Number
- Contractor Tracking Code
- Task Order Notice to Proceed PO# and Date
- City/County
- Budget Statement by Task Order # and PO#
- Amount Authorized
- Amount Invoiced
- Percentage Complete
- Percentage remaining
- SWAM participation

Failure to provide all or a part of this information may result in payment delays or denials.

VII. PRE-PROPOSAL CONFERENCE

There will be an optional pre-proposal conference for this RFP on September 19th at 10:00 AM. Please see the bottom of the cover page of this RFP for the date, time and

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location of the conference. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The telephone number for directions to the conference location is 804-786-5782 and the address is 1221 E. Broad Street, Auditorium 1st Floor, Richmond, VA 23219. While firms are not required to attend this pre-proposal conference in order to submit a response to this solicitation, attendance is strongly recommended.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

VIII. GENERAL TERMS AND CONDITIONS

For a listing of the General Terms and Conditions, please see Attachment A.

IX. SPECIAL TERMS AND CONDITIONS

For a listing of the Special Terms and Conditions, please see Attachment B. If there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.

X. METHOD OF PAYMENT

Payments will be made within 30 days after receipt of an accurate properly presented invoice at the Environmental Division, and following the review and approval of said tasks billed by the VDOT Project Manager. If required, a detailed monthly progress report shall be included with the invoice. Invoices must clearly reference the Contract Number, a detailed list of any products or services delivered, and all applicable tasks for which payment is being requested. The invoice form and content will be in a manner as solely prescribed by VDOT; once the VDOT Project Manager approves the invoice for payment, the invoice shall be forwarded to the VDOT Central Office Contract Manager for payment. No retainage will be held on this contract. Due to the high cost in processing, invoices with totals less than \$500.00 will not be accepted unless they represent the Final Invoice or other valid reasons are communicated to the VDOT Project Manager in writing and approved in writing by the VDOT Project Manager.

XI. PRICING SCHEDULE Please see attachment D

XII. ATTACHMENTS

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1. VENDOR'S MANUAL: This solicitation is subject to the provisions of the *Commonwealth of Virginia Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842.

2. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by Section 2.2-4363A of the *Code of Virginia*. This claim shall be submitted to the Commissioner of VDOT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the Administrative Services Administrator who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

3. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable Federal, State and local laws, rules and regulations.

4. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (Bidders/Offerors) certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans with Disabilities Act* and 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia, 2.2-4343.1E*). In every contract over \$10,000 the provisions in (A) and (B) below apply:

(A) During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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(B) The Contractor will include the provisions of (A) above in every sub-contract or purchase order over \$10,000 so that the provisions will be binding upon each Sub-Contractor or Vendor.

5. ETHICS IN PUBLIC CONTRACTING: By submitting their bids or proposals, Bidders or Offerors certify their bids or proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder or Offeror, supplier, manufacturer or Sub-Contractor in connection with their bid or proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing their bids or proposals, the Bidders or Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.

7. DEBARMENT STATUS: By submitting their (bids/proposals), (Bidders/Offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTI-TRUST: By entering into a contract, the Contractor conveys, sells and transfers to the Commonwealth of Virginia all rights, title and interest have in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods purchased or acquired by the Commonwealth of Virginia under said contract.

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official State form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bids may be cause for rejection of the bid; however, VDOT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive. As a precondition to its acceptance, VDOT may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions to a bid which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Failure to submit a proposal on the official State form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however VDOT reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

10. CLARIFICATION OF TERMS: If any prospective Bidder or Offeror has questions about the specifications or other bid documents, the prospective Bidder or Offeror should submit a written request to the buyer whose name appears on the face of the solicitation, no later than 5 days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11. PAYMENT TO PRIME CONTRACTORS: Invoices for items ordered, delivered and accepted by VDOT shall be submitted by the Contractor direct to the payment address shown on purchase

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order/contract. All invoices shall show the VDOT contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number' (for proprietorships, partnerships, and corporations).

12. PAYMENT TERMS: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after delivery of an accepted invoice. This, however, shall not affect offers of discounts for prompt payment in less than 30 days. All goods or services provided under this contract or purchase order, that are to be paid with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

13. PAYMENT TO SUB-CONTRACTOR: A Contractor awarded a contract under this solicitation is hereby obligated:

- A. To pay the Sub-Contractors within seven (7) days of the Contractor's receipt of payment from VDOT for the proportionate share of the payment received for work performed by the Sub-Contractor under the contract; or
- B. To notify VDOT and the Sub-Contractor, in writing, of the Contractor's intention to withhold payment and the reason. The Contractor is obligated to pay the Sub-Contractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from VDOT, except for amounts withheld as stated in B. above. The date of mailing of any payment by US Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Sub-Contractor may not be construed to be an obligation of VDOT.

14. PROTEST OF AWARD: A Bidder or Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the Administrative Services Administrator, VDOT 1401 East Broad Street, Richmond, Virginia 23219, no later than ten (10) days after public notice of award or announcement of the decision to award whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest the Administrative Services Administrator will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Bidder or Offeror institutes legal action as provided in the *Code of Virginia*.

15. PRECEDENCE OF TERMS: Paragraphs 1-14 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

16. SPECIFICATIONS: The material shall strictly conform to all specifications, plans, etc. and current VDOT *Road and Bridge Specifications* unless otherwise stated herein.

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- 17. QUALIFICATIONS OF BIDDERS OR OFFERORS:** VDOT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the contract. **Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship.** The Bidder or Offeror shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy VDOT that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 18. TESTING AND INSPECTION:** VDOT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 19. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the VDOT Contract Officer indicated in this solicitation.
- 20. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, VDOT, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VDOT may have.
- 21. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 22. TRANSPORTATION AND PACKAGING:** By submitting their bids or proposals, all Bidders or Offerors certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number or the contract number, commodity description and quantity.
- 23. DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.
- 24. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by VDOT, whichever is sooner. VDOT, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 25. ADDITIONAL INFORMATION:** VDOT reserves the right to ask any Bidder/Offeror to submit information missing from its bid/offer, to clarify its bid/offer, and to submit additional information which VDOT deems desirable, and does not affect quality, quantity, price or delivery.
- 26. MATERIAL SAFETY DATA SHEETS (MSDS):** Prior to award of this contract, the successful Bidder or Offeror shall provide to this print office, within 10 calendar days of the verbal or written

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request, copies of MSDS for each hazardous chemical/compound offered. Failure to provide such MSDS within the required time frame will be cause for declaring such bid as non-responsive.

27. CANCELLATION OF CONTRACT: VDOT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

28. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. VDOT may order changes within the general scope of the contract at any time by written notice to Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VDOT a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to VDOT's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VDOT with all vouchers and records of expenses incurred and savings realized. VDOT shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VDOT within thirty (30) days from the date of receipt of the written order from VDOT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the *Commonwealth of Virginia's Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by VDOT with the performance of the contract generally.

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29. AVAILABILITY OF FUNDS: By signing this bid the Bidder agrees that VDOT shall be bound only to the extent of the funds available or budgeted for the particular function or which may hereafter become available for the purpose of any resultant contract.

30. SPECIAL DISCOUNTS: (A) During the contract period, if the Contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to VDOT under this contract. (B) The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Contractor's customers generally.

31. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

32. RECYCLED PRODUCTS: VDOT encourages the use of products which contain recycled materials. Please indicate as a percentage the amount and type of recycled materials contained in each of the products offered.

33. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders or Offerors to the specific brand, make or manufacturer named but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder or Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable VDOT to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

34. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. VDOT reserves the right to request a copy of the Certificate of Insurance. The Bidder or Offeror further certifies that the Contractor and any Sub-Contractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation: Statutory requirements and benefits.
2. Employer's Liability: \$100,000.

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3. Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability: \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

35. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

36. SAFETY AND HEALTH STANDARDS: It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Safety vests shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local

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regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

37. NON-DISCRIMINATION OF CONTRACTORS: A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

38. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments,
- b. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order,
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Business: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Business: 1% capped at \$1500 per order.

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39. SMALL, WOMEN-OWNED AND MINORITY BUSINESS REPORTING:

It is the intent of VDOT to promote the use of small, women-owned and minority owned businesses (SWAM). Where it is practicable for any portion of this contract to be subcontracted to other suppliers, the Contractor agrees to furnish the contract officer for this solicitation a monthly progress report with the following information:

Contract No. _____
Total dollars paid to small business \$ _____
Total dollars paid to women-owned business \$ _____
Total dollars paid to minority business \$ _____

40. AWARD TO OTHER THAN THE LOWEST PRICED BIDDERS(S): An award(s) will be made to the lowest responsive and responsible Bidders(s) however; the award may be made to a reasonably priced minority or woman-owned Bidder(s) that is other than the lowest priced Bidders(s) when such purchases are made under a remedial procurement plan established in accordance with guidelines proscribed by the Department of Minority Business Enterprise (DMBE). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. **The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth.**

The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

Revised 6/16/06

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1. INTELLECTUAL PROPERTY RIGHTS:

All documents, which for the purpose of the contract are defined to include, but not be limited to, reports, plans, subject data ("subject data" is defined as all information, whether or not copyrighted, that is compiled or delivered or specified to be compiled or delivered under this contract), drawings, studies, specifications, memoranda, estimates and computations secured by and for the Contractor in the prosecution of the resultant contract, shall become and remain the property of VDOT during and upon termination or completion of the work. VDOT shall have the right to use such documents for any public purpose without compensation to the Contractor, other than as hereinafter provided. If VDOT uses the documents for a purpose other than that for which this contract is executed, such use shall be at the risk of VDOT.

Except for its own internal use, the Contractor shall not publish or reproduce documents, in whole or in part in any manner or form, nor shall the Contractor authorize others to do so without the written consent of VDOT.

VDOT reserves the right to publish initially all documents. The Contractor shall not release or publish any documents without the prior written approval of the Natural Resource Program Manager in VDOT's Central Office. Neither the Contractor, nor any subcontractor or any agents, employees nor subcontractors thereof, shall publish, participate in the publication of, or make oral presentations regarding any documents, information or material relating to any project Task Order, either during or after the term of this contract, without specific prior written consent of the Natural Resource Program Manager in VDOT's Central Office. Any releases to the news media must be approved in writing by, and released through VDOT's Public Affairs Division, after written approval by the Natural Resource Program Manager in VDOT's Central Office.

No documents produced as part of this Agreement, and in whole or part with public funds, shall be copyrighted by the Contractor. If a project uses federal funds, any final report shall contain the following:

- A. An acknowledgment, "Prepared in cooperation with the U.S Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation";
- B. A disclaimer, "The contents of this report reflect the view of the Contractor/Consultant who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration or the Virginia Department of Transportation. This report does not constitute a standard, specification or regulation";
- C. A statement, if published by either VDOT or the Contractor/Consultant, giving credit to all participating agencies. In the event VDOT does not subscribe to the conclusions of the report, the following statement shall be added: "The opinions, findings, and conclusions expressed in this publication are those of the authors and do not necessarily represent those of the Virginia Department of Transportation."

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2. CHANGES IN RATES:

Changes to the rates on the Price Schedule may only occur annually on the anniversary date of contract execution. Said rates may be revised by mutual agreement of VDOT and the Contractor sixty (60) days prior to the contract anniversary execution date under the terms and conditions of the original contract except as stated in a. and b. below. The Contractor shall convey (in writing) its request to raise/lower prices to the Department no later than 60 days prior to the anniversary date of the contract. Applications for price increases shall be substantiated in writing with the request. VDOT shall have sole discretion in its decision to allow price increases.

- A. If VDOT elects to exercise the option to increase rates for an additional one-year period (contract year #2), the contract price(s) for the increase shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during the first one-year rate increase, VDOT elects to exercise the option to increase rates in the contract for the second additional one-year period (contract year #3), the contract price(s) for the second additional increase shall not exceed the contract price(s) of the first rate adjustment increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

3. LICENSURE, CERTIFICATION, CREDENTIALS:

VDOT requires any and all appropriate licensure, certification, and/or credentials required for each individual Task Order. Contractor must submit copies of appropriate licensure, certification, and/or credentials with the response to any Task Order.

4. INSURANCE COVERAGES AND LIMITS REQUIRED:

Insurance requirements in Attachment A, General Terms and Conditions, remain in full force and effect with the exception of Employer's Liability. For the purpose of this contract, Employer's Liability shall be required in the amount of \$1,000,000.

5. SWAM REPORTING AND DELIVERY REQUIREMENTS:

The Contractor shall provide to VDOT, in a form as required by VDOT, documentation that the Contractor has utilized SWAM in accordance with the Contractor's SWAM utilization plan (Attachment C of the RFP). Said documentation shall be provided semi-annually or as required by VDOT.

6. ADDITIONAL USERS OF CONTRACT:

It is VDOT's intent, on behalf of the Secretary of Transportation and all agencies/facilities within the Transportation Secretariat (to include VDOT, Virginia Department of Rail and Public Transportation, Virginia Department of Aviation, Virginia Department of Motor

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Vehicles, the Virginia Port Authority and the Chesapeake Bay Bridge-Tunnel), access to VDOT agreements and to provide Contractors with opportunities to do business with these agencies.

To that end, and if agreeable with the Contractor, the following agencies within the Transportation Secretariat (to include VDOT, Virginia Department of Rail and Public Transportation, Virginia Department of Aviation, Virginia Department of Motor Vehicles and the Virginia Port Authority) may have access to any agreement resulting from this solicitation.

7. ADVERTISEMENT:

In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of Transportation will be used in product literature or advertising without prior written approval and approval from VDOT.

8. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the VDOT Administrative Services Division will publicly post such notice on Public Posting Board in the 1st Floor Conference Room of 1201 East Broad Street for a minimum of 10 days.

9. ASBESTOS:

Whenever and wherever, during the course of performing any work under this contract, the Contractor discovers the presence of asbestos, or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed upon extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

10. CLAIMS:

The Contractor shall be responsible for resolution of any and all claims resulting from work performed under this contract. Claims made to VDOT under this contract will be referred to the Contractor for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.

11. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or by any Sub-Contractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

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12. CONTRACTOR'S QUALIFICATIONS/RESPONSIBILITIES:

- A. Contractor agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.
- B. The Contractor shall assign a person as the Contractor's Representative who will have the authority to execute this contract work. The person's name and phone number and an alternate representative's name and phone number shall be provided to VDOT in the Offeror's proposal, or within ten (10) days following award of the contract.

13. DAMAGES:

It is the Contractor's responsibility to repair any property damage caused in the performance of this contract. Repairs will be made to VDOT's satisfaction.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth of Virginia encourages Offerors to provide for the participation of small businesses owned by women and minorities through partnerships, joint ventures, subcontract and other contractual opportunities. Submission of a report for utilizing the goods and services of such businesses and plans for involvement on this contract is required. By submitting a proposal, Offerors certify that all information that is provided in response to this RFP is true and accurate. All information requested by this RFP on the ownership, utilization, and planned involvement of small business, women-owned business and minority-owned business must be submitted. In order to be considered for selection, the primary Offeror shall complete and include a copy of Attachment C with their proposal.

15. eVA: Business-To-Government Contracts and Orders:

The solicitation/contract will result in annual purchase orders with the eVA transaction fee specified below assessed for each order.

- A. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. PIM 98-020
- B. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

16. **MANNER OF CONDUCTING WORK AT JOB SITE:** All work shall be performed according to the standard of industry and to the complete satisfaction of VDOT.
- A. Personnel used by the Contractor for the performance of this work shall be properly trained and qualified for work of this type to the satisfaction of VDOT and shall possess any required licenses, certifications, and qualifications.
 - B. The Contractor shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of VDOT.
 - C. Sexual Harassment of any employee, VDOT or Contractor, will not be tolerated and is to be reported immediately to the VDOT Representative.

All work to be conducted by the Contractor in any facility shall be coordinated in advance with the VDOT Project Manager. The Contractor shall coordinate his/her work efforts with (if applicable) other existing Contractor/agency work efforts through the VDOT Project Manager. All Contractor work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise approved by the VDOT Project Manager.

17. **POLICY OF EQUAL EMPLOYMENT:** VDOT is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. VDOT encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
18. **PROPOSAL ACCEPTANCE PERIOD:** The proposal shall be binding upon the Offeror for one hundred-twenty (120) days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort will be made by VDOT to provide status information during the selection process.

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19. CONTRACTOR RESPONSIBILITIES:

All refuse brought onto a site or private property will be removed and properly discarded by the Contractor. All property conditions will be reclaimed according to their pre-investigation conditions unless otherwise agreed to by the property owner and by VDOT. Test holes and other excavations will be properly refilled to original grade. During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, (<http://www.virginiadot.org/business/locdes/vpdes-vdotescswmpgms.asp>) latest edition.

The Contractor shall be responsible both directly and through its Sub-Contractor(s), to take every precaution at all times for the protection of persons and property that may be affected by the Contractor's operation in connection with the work. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

20. PROPOSAL PRICES:

Proposed hourly rates shall not change for work performed on a weekend, night work, or for any hours worked beyond a normal 40-hour week.

21. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of VDOT. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDOT with the names, qualifications and experience of their proposed Sub-Contractors in writing. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Sub-Contractor(s) and shall assure compliance with all requirements of the contract. No Sub-Contractor will be allowed to start work until the VDOT Representative has received a copy of their Certificate of Insurance with the appropriate liabilities and coverage's and provided the Contractor and sub-contractor with written approval.

22. TERM OF CONTRACT:

The contract term shall be for a period of three (3) years with a maximum compensation of \$3,000,000. There are no renewals. The effective date of the contract will be determined at time of award.

23. AVAILABILITY OF FUNDS:

By signing this proposal the Offeror agrees that VDOT shall be bound only to the extent of the funds available or budgeted for the particular function or which may hereafter become available for the purpose of any resultant contract.

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24. AMENDMENTS:

Any changes to this contract shall be made in writing in the form of an Amendment and agreed to in writing by both parties.

25. TERMINATION:

This contract may be terminated if the contractor fails to provide services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by VDOT and, upon receipt of notice from VDOT, does not correct the deficiency within a reasonable period of time (not to exceed ten (10) calendar days unless otherwise agreed to by both parties) VDOT reserves the right to terminate the contract by giving written notice to the contractor. Upon termination VDOT may procure the services from another contractor in accordance with the terms of Paragraph 20, General Terms and Conditions. This contract may also be terminated as follows:

- A. If VDOT no longer requires the services described in this RFP, VDOT may cancel the contract at any time without penalty upon 90 days notice to the contractor. The Administrative Services Division will give notice of termination.

26. PERSONNEL APPROVAL:

VDOT reserves the right to approve any personnel, subcontractors or subcontractors personnel proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. VDOT will provide written justification to the Contractor when approval is not granted.

27. WRITTEN APPROVAL:

VDOT will provide the Contractor and/or subcontractors with copies of all written approvals.

28. USE OF SMALL, WOMEN OR MINORITY OWNED BUSINESS (SWAM):

It is the policy of the Virginia Department of Transportation to foster the utilization of **SWAM** firms in all its procurement activities. Accordingly, Offerors shall make efforts to ensure **SWAM** firms have the maximum practicable opportunity to compete for subcontract work in connection with this contract. Although there is no Disadvantaged Business Enterprise (DBE) goal for this contract, VDOT desires that **SWAM** firms are included at a level of 10% on this contract. Qualification to participate on this contract will be partially based on proposed **SWAM** utilization. The inclusion of **SWAM** vendors may result in as many as ten (10) points in scoring.

The Department of Transportation has an overall aspirational goal to include 40% participation of **SWAM** businesses in all aspects of procurement. The term **SWAM** refers to businesses that meet the standard established by the Virginia Department of Minority Business Enterprise (VDMBE) for small businesses or businesses that are at least 51% owned, managed, and controlled by a female or minority entity. "Minority" includes: African-American, Hispanic, Native Americans, Eskimos and Aleuts, Asian-Pacific, and subcontinent Asian. It does not include those of European or Middle-Eastern descent. Individuals must be legal residents of the U.S.A.

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VDOT is also committed to enhancing the use of DBE firms in VDOT contracting where federal funds are used. A DBE is a firm that is owned, managed and controlled at a level of at least 51% by a minority or female entity who has been "certified" by the VDMBE.

VDOT requires specific data regarding the firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Planned **SWAM**/DBE Participation Data Sheet (Attachment D). Data may be supplied in \$'s or %'s.

Scoring credit will be given for work proposed to be performed by certified **SWAM** vendors and/or certified **SWAM** vendors proposed as subcontractors. A **SWAM** vendor must perform or exercise responsibility for at least 30% of the total cost of its contract with its own forces. **SWAM** scoring credit will be given to non-**SWAM** vendors based on the percentage of work proposed to be performed by the non-**SWAM** vendor's response.

The **SWAM** offeror or **SWAM** subcontractor must be certified by VDMBE prior to award of any contract. Scoring credit will be given for work reported to be performed by certified **SWAM** vendors. A **SWAM** vendor must perform or exercise responsibility for at least 30% of the total cost of its contract with its own forces.

DEPARTMENT OF Minority Business Enterprises ("DMBE") certification entitles consultants/vendors to participate in the VDOT **SWAM** program. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

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ATTACHMENT C
PLANNED SWAM/DBE PARTICIPATION DATA SHEET

1. PARTICIPATION BY SWAM

A. Offeror certifies that it () is, () is not a small business concern. For the purpose of the procurement, a SWAM concern, including its affiliates, which is independently owned and operate, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Virginia Department of Minority Business Enterprises (DMBE).

B. List SWAM businesses with which the Offeror proposed to include in this contract.

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PLANNED SWAM/DBE PARTICIPATION DATA SHEET

COMPANY DATA	COMPANY NAME		CONTRACT BID NAME & NUMBER			
	CONTACT NAME		PHONE	FAX	EMAIL	
	SWAM CERTIFIED? <input type="checkbox"/> Y / <input type="checkbox"/> N		DBE CERTIFIED? <input type="checkbox"/> Y / <input type="checkbox"/> N		CERTIFICATION #	
<p>It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of SWAM businesses and to encourage their participation in State procurement activities. The Commonwealth encourages Offerors to provide for the participation of SWAM businesses through partnerships, joint ventures, subcontract and other contractual opportunities.</p>						
DBE/ SMALL/ WOMAN/ MINORITY	SUBCONTRACTOR NAME ADDRESS	PHONE #	SCOPE OF WORK ON CONTRACT	VALUE OF SUB-AGREEMENT	DBE CERTIFIED	SMALL, WOMAN OR MINORITY?
	(SAMPLE) I. M. Goode Company 1919 Mockingbird Lane Ourville, Virginia 23668	(804) 222-1234	Hazardous Waste Disposal	123,987	no	Minority
			TOTAL \$ >>>			

THE UNDERSIGNED AFFIRMS THAT THE INFORMATION SUBMITTED ABOVE IS TRUE TO THE BEST OF HIS OR HER KNOWLEDGE AND UNDERSTANDS THE NATURE OF THIS CONTRACT AND THE REGULATIONS THAT APPLY.

SIGNATURE OF AUTHORIZED OFFICIAL _____ DATE _____

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Attachment D
Price Schedule

June 6, 2006

Fixed Hourly Billable Rate Schedule (Fully Loaded)		
Labor Category*	Employee Name	Proposed Fixed Hourly Billable Rate
Project Manager		
Stream/Wetlands Scientist		
Stream/Wetlands Scientist - II		
Stream/Wetland Scientist – III		
Field Technician		
Field Technician II		
Intern		
CADD Technician		
Associate CADD Technician		
Clerical		
*Offerors may NOT identify additional labor categories.		

Travel Reimbursement
Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing, in advance, as part of an approved Task Order. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with the Commonwealth's Travel Guidelines in effect at the time of travel. The Travel Guidelines are available at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf .

Office Pay Items - Rate Schedule		
Category/Item	Unit	Price
Color Digital Prints – (24) 4"x6"	Lot of 24	
B/W Photocopying rate (Per Page Each)	Each	
Color Photocopies (Per Page Each)	Each	

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Field Pay Items - Rate Schedule		
Category/Item*	Unit	Price
Mobilization/Demobilization - Equipment (includes excavation and loading equipment)	Round trip per piece of equipment	
Backhoe/loader combination and OSHA certified operator	Daily	
Backhoe/loader combination and OSHA certified operator	Weekly	
Backhoe/loader combination and OSHA certified operator	Monthly	
Tracked excavator and OSHA certified operator (0.5 cubic yard min bucket)	Daily	
Tracked excavator and OSHA certified operator (0.5 cubic yard min bucket)	Weekly	
Tracked excavator and OSHA certified operator (0.5 cubic yard min bucket)	Monthly	
Loader and OSHA certified operator (1.0 cubic yard minimum bucket)	Daily	
Loader and OSHA certified operator (1.0 cubic yard minimum bucket)	Weekly	
Loader and OSHA certified operator (1.0 cubic yard minimum bucket)	Monthly	
Bulldozer with licensed operator	Daily	
Bulldozer with licensed operator	Weekly	
Bulldozer with licensed operator	Monthly	
Low Ground-Pressure Rubber Track Carrier (4.8 ton payload) and licensed operator; Morooka Model MST-800VD or equal	Daily	
Low Ground-Pressure Rubber Track Carrier (4.8 ton payload) and licensed operator; Morooka Model MST-800VD or equal	Weekly	
Low Ground-Pressure Rubber Track Carrier Truck (4.8 ton payload) and licensed operator; Morooka Model MST-800VD or equal	Monthly	
Tracked Gradeall with Hydraulic Thumb	Daily	
Tracked Gradeall with Hydraulic Thumb	Weekly	
Tracked Gradeall with Hydraulic Thumb	Monthly	
Regular Excavation Siltation Control Excavation	Cubic Yard	
Borrow for backfill (includes delivery up to 20 miles) – Minimum of 10 cu. yd/site	Cubic Yard	
Riprap – Class I (includes delivery up to 20 miles)	Ton	
Riprap – Class II (includes delivery up to 20 miles)	Ton	
Riprap – Class III (includes delivery up to 20 miles)	Ton	
Riprap – Class AI (includes delivery up to 20 miles)	Ton	
Gabion (includes delivery up to 20 miles)	Ton	
#1 Construction Aggregate (includes delivery up to 20 miles)	Ton	
#3 Construction Aggregate (includes delivery up to 20 miles)	Ton	
#6 Construction Aggregate (includes delivery up to 20 miles)	Ton	
Delivery Charge for Rock or Borrow (after first 20-miles)	Per loaded mile	
Ecotone RM Rain Logger Package or equal (Lowest of 4 Bids)	Each	N/A
Safety Fence	L.F.	

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Silt Fence	L.F.	
Straw Bales	Each	
Temporary monitoring well point – 1inch PVC Riser	L.F.	
Temporary monitoring well point – 1inch PVC Screen (including bottom plug, sand and bentonite)	L.F.	
Temporary monitoring well point – 2inch PVC Riser	L.F.	
Temporary monitoring well point – 2inch PVC Screen (including bottom plug, sand bentonite)	L.F.	
2-Inch Monitoring Well Construction (includes soil boring, labor, PVC riser, PVC screen (10 feet), materials, incidental equipment, flush-mount cover <25 feet >25 feet	L.F. L.F.	
Geophysical Surveying and/or aerial surveying (Lowest of 4 Bids from Qualified Vendors)	Event	N/A
Bailers, Disposable (Polyethylene)	Each	
Portable Toilet Rental - Weekly Rate	Each	
Litter Control/Trash Pick-up	Acre	
* Offerors may NOT identify additional categories.		

[illegible]